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5 UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

6 UNITED STATES OF AMERICA,

7 Plaintiff,

8 v.

9 KEITH L. MARIS, individually and d/b/a/
Keith L. Maris Painting and Wallpaper,
10 DONNA L. MARIS, INTERSTATE BANK,
SSB, as successor to Mortgage Electronic
11 Registration Systems, Inc. (nominee of Aegis
Funding Corp.), UNIVERSITY MEDICAL
CENTER, and ALLSTATE FINANCIAL
SERVICES, INC.

12
13 Defendants.

Civil No. 2:10-cv-01337-RCJ-NJK

ORDER DENYING UNITED
STATES' MOTION REQUESTING AN
ORDER REQUIRING INTERSTATE BANK,
SSB, TO SHOW CAUSE WITH REGARD
TO THE PROCEEDS RECEIVED FROM
THE NON-JUDICIAL FORECLOSURE
SALE OF THE MOUNTAIN MOSS DRIVE
REAL PROPERTY AND REQUIRING AN
EXPLANATION OF THE "RECOVERABLE
BALANCE" AND "UNPAID OTHER FEES"

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15 On May 1, 2014, Plaintiff United States of America filed a Motion Requesting an Order
16 Requiring Interstate Bank, SSB, to Show Cause with Regard to the Proceeds Received from the Non-
Judicial Foreclosure Sale of the Mountain Moss Drive Real Property (Dkt. 212) ("OSC Motion").
17 Interstate Bank, SSB filed an opposition (the "Interstate Opposition") to the OSC Motion on May 16,
18 2014 (Dkt. 214) and Plaintiff filed a reply brief (the "Reply") on May 21, 2014 (Dkt. 215). The Court
19 entertained oral argument regarding the OSC Motion at an October 9, 2014 hearing. As set forth in
20 the OSC Motion and the Interstate Opposition, respectively: i) the OSC Motion was filed following a
21 February 28, 2014 non-judicial foreclosure sale of the property that is the subject of this action, 7089

Mountain Moss Drive, Las Vegas, Nevada 89147 (the "Property"); ii) the Foreclosure Sale stemmed from defendant-borrower Keith Maris' default on Interstate's mortgage loan (the "Maris Loan"), which was secured by a lien against the Property in favor of Interstate; iii) in the OSC Motion, Plaintiff disputes Interstate's right to retain all proceeds (\$110,100) from the Foreclosure Sale; and iv) Interstate, in the Interstate Opposition, sets forth following amounts as owing on the Maris Loan at the time of the Foreclosure Sale (the "Maris Loan Balances"):

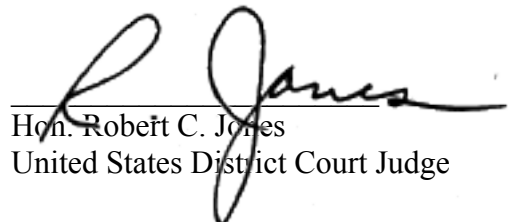
\$54,857.22	unpaid principal balance
\$7,852.74	delinquent interest
\$7490.71	escrow/impound overdraft
\$205.38	unpaid late charges
\$27,663.28	recoverable balance
\$12,774.10	unpaid other fees
\$17.00	recording fees
\$108.00	property inspection fee
\$110,968.43	TOTAL

Having reviewed the OSC Motion, the Interstate Opposition, and the Reply, and the record herein, and having entertained oral arguments of the parties, and good cause appearing, the Court hereby finds and orders as follows:

Plaintiffs' OSC Motion is DENIED; Interstate is required to file with the Court, by January 5, 2015, a written explanation of the "recoverable balance" and the "unpaid other fees" referenced above in the itemized list of the proceeds of the Foreclosure Sale; and the United States shall file a response by January 19, 2015.

IT IS SO ORDERED.

DATED: December 22, 2014.


 Hon. Robert C. Jones
 United States District Court Judge